Public Version

Before the
UNITED STATES COPYRIGHT ROYALTY JUDGES
THE LIBRARY OF CONGRESS
Washington, D.C.

In re	)	
DETERMINATION OF ROYALTY RATES AND TERMS FOR EPHEMERAL RECORDING AND DIGITAL PERFORMANCE OF SOUND RECORDINGS (*WEB IV*)	)	Docket No. 14-CRB-0001-WR (2016-2020)

PANDORA MEDIA, INC'S OPPOSITION TO SOUNDEXCHANGE, INC.'S MOTION TO COMPEL PANDORA MEDIA, INC. TO PRODUCE DOCUMENTS RESPONSIVE TO SOUNDEXCHANGE'S REQUESTS

Pandora Media, Inc. ("Pandora") respectfully submits this opposition to SoundExchange Inc.'s ("SoundExchange") Motion to Compel Pandora Media, Inc. to Produce Documents Responsive to SoundExchange's Requests filed March 25, 2015 (the "Motion").

SoundExchange's Motion seeks two categories of relief: (1) documents related to Pandora's promotional programs, including Pandora Premieres and Pandora Presents; and (2) documents related to the direct licensing program initiated by the music service known as DMX, and the effect of that program on rates or rate-determination proceedings. SoundExchange fails to meet its burden to show that the documents it seeks in these two categories are "directly related" to Pandora's Written Rebuttal Statement. Instead, SoundExchange's Motion relies on dubious attempts to manufacture a connection to Pandora's Written Rebuttal Statement that is tenuous at best. As discussed below, SoundExchange's Motion and the additional discovery it seeks are at odds with the governing principles repeatedly endorsed by the Judges concerning discovery in these proceedings. In addition, with respect to the second category above, SoundExchange misportrays Pandora's response: Pandora, in fact, agreed to search for and

produce certain documents responsive to the request, and has done so. For these and other reasons elucidated below, SoundExchange's motion should be denied in its entirety.

FACTUAL BACKGROUND

On February 26, 2015, SoundExchange served its Third Set of Requests for Production of Documents to the Licensee Participants (the "Requests"), consisting of 50 requests for production, 20 of which were directed to Pandora. *See* Declaration of Rose Leda Ehler ("Ehler Decl."), Ex. 2 (SoundExchange Inc.'s Third Set of Requests for Production of Documents). On March 19, 2015, Pandora timely produced 4,451 documents – totaling 34,875 pages – responsive to the Requests. On March 22, 2015, SoundExchange wrote to Pandora to identify certain purported deficiencies in Pandora's production and to request that additional documents be produced. *See* Declaration of Todd D. Larson ("Larson Decl."), Ex. A (March 22, 2015 letter from Kuruvilla Olasa to Todd Larson). SoundExchange's correspondence included a request for documents responsive to Request Nos. 9 and 13, which sought documents related to certain Pandora promotional programs, including Pandora Premieres and Pandora Presents, and Request No. 15, which sought documents related to the direct licenses or direct licensing program initiated by the music service known as DMX, and the effect of that program on rates or rate-determination proceedings.[1] *Id.*

[1] Request No. 9 seeks "[a]ll documents that constitute, comprise, memorialize, or analyze Pandora's attempts, including any communications, to induce or encourage any record label, record company, or artist to participate in a Pandora 'promotional' program, including, but not limited to, Pandora Premieres and Pandora Presents." Ehler Declaration, Ex. 2, Request No. 9. Request No. 13 seeks "[d]ocuments sufficient to show the number and percentage of performances associated with 'Pandora Premieres' and the amount of money spent for each 'Pandora Premieres' event or 'Pandora Presents' event hosted by Pandora." *Id.*, Request No. 13. Request No. 15 seeks "[a]ll documents that constitute, comprise, memorialize, or analyze the direct licenses or direct licensing program initiated by the music service known as DMX, and its effect on rates or rate determination proceedings (e.g., the CRB, the rate courts established by the ASCAP/BMI Consent Decrees, etc.) or relationship of such program to Pandora's direct licenses with MERLIN and Naxos or Pandora's direct licensing strategy or practice, including but not limited to Chris Harrison's email of December 26, 2013 describing the effect of the DMX direct licensing strategy on rate court determinations." *Id.*, Request No. 15.

As set forth more fully below, none of these requests seeks documents directly related to Pandora's written rebuttal statement. Nonetheless, SoundExchange sets forth two bases for demanding documents concerning Pandora Premieres and Pandora Presents, both of which are meritless. First, SoundExchange posits that, because the Licensee Participants (not just Pandora) have discussed promotion generally with respect to their statutory webcasting services, Pandora should be required to produce documents related to the two Pandora promotional programs, neither of which involves activity under the statutory license at issue here. (Pandora Premieres involves the on-demand streaming of newly released albums; Pandora Presents involves live concert streaming.) Second, SoundExchange argues that the documents it seeks concerning Pandora Premieres and Pandora Presents are discoverable because those programs [redacted].

With respect to the second category of documents SoundExchange's motion seeks – documents related to the effect of DMX's direct licensing programs on rate proceedings or Pandora's direct licensing practice – SoundExchange argues that these documents are directly related to Pandora's rebuttal testimony because they relate to Pandora's direct licensing strategies, which led to the licenses Pandora offers as benchmarks here. During the parties' March 25, 2015 phone conference, SoundExchange suggested that Pandora at least perform a search of the emails of Chris Harrison – Pandora's Vice President, Business Affairs and lead negotiator of the Merlin and Naxos licenses – to uncover potentially responsive documents. Notwithstanding its lack of relation to Pandora's written rebuttal statement, Pandora nonetheless complied with SoundExchange's request, and produced all responsive documents concerning licensing strategy for the rights at issue in this proceeding that it could locate on March 25, 2015.

Nonetheless, SoundExchange contends that it is entitled to the production of a single email of Mr. Harrison's that was discussed during the opening statements of the trial in *Broadcast Music, Inc. v. Pandora Media, Inc.* (S.D.N.Y.) (and any like it). For the reasons set forth below, SoundExchange's request for the document must be denied.

LEGAL STANDARD

The governing discovery standard set forth in the regulations applicable to this proceeding provides that, during rebuttal-phase discovery, parties may only request production of documents that are "*directly related* to the. . . written rebuttal statement" of the other party. *See* 37 C.F.R. § 351.5(b)(1) (emphasis added); *see also Order Granting in Part and Denying in Part SoundExchange's Motion to Compel Music Choice to Produce Documents and Respond to Interrogatories,* Docket No. 2011-1 CRB PSS/Satellite II (Aug. 8, 2012) (holding that document requests were "outside the scope of discovery in the rebuttal phase of this proceeding in that they do not relate to rebuttal testimony"). As SoundExchange itself has acknowledged, the "'directly related' standard requires a 'sufficient nexus' between the testimony and the documents sought." SoundExchange's Opposition to Licensees' Motion to Compel SoundExchange to Produce Documents in Response to Licensee Participants' First and Second Sets of Requests for Production, filed December 15, 2014, at 3. Indeed, as the Judges in this proceeding have held, the "directly related" standard encompasses documents that are related to a topic a participant has put "in issue" in its written testimony. *Order Granting SoundExchange's Motion to Compel iHeartMedia to Produce Documents related to the Testimony of David Pakman,* Docket No. 14-CRB-0001-WR (2016-20) (January 15, 2015); *Order Granting in Part and Denying in Part SoundExchange's Motion to Compel Music Choice to Produce Documents and Respond to Interrogatories,* Docket No. 2011-1 CRB PSS/Satellite II (Aug. 8, 2012) (noting that subject matter deemed directly related was "very much a part of [the participant's] case").

ARGUMENT

I. SOUNDEXCHANGE IS NOT ENTITLED TO ADDTIONAL DOCUMENTS RELATING TO PANDORA'S NON-STATUTORY PROMOTIONAL PROGRAMS

SoundExchange requests documents that "constitute, comprise, memorialize, or analyze Pandora's attempts, including any communications, to induce or encourage any record label, record company, or artist to participate in a Pandora 'promotional' program, including, but not limited to Pandora Premieres and Pandora Presents," and "documents sufficient to show the number and percentage of performances associated with 'Pandora Premieres' and the amount of money spent for each 'Pandora Premieres' event or 'Pandora Presents' event hosted by Pandora," Ehler Decl., Ex. 2 (SoundExchange Inc.'s Third Set of Requests for Production of Documents). Because Pandora's written rebuttal statement does not so much as mention Pandora Premieres or Pandora Presents, much less place those non-statutory programs "in issue," these Requests (Nos. 9 and 13) must be denied.

SoundExchange supports its motion by arguing that Pandora "offered witnesses in its WRS who testified that Pandora is promotional." Motion at 5. But it provides no source for this assertion. The single citation to Pandora's written rebuttal testimony that SoundExchange does provide elsewhere in its motion on this topic is a reference to testimony in which Dr. Steven Peterson discusses the promotional value of statutory *simulcasts*, *see* Motion at 4 (citing Peterson WRT ¶ 48), which have no relation to Pandora at all, let alone any relation to Pandora Premieres or Presents. Moreover, to the extent that Pandora's Written Rebuttal Testimony mentions Pandora's promotional value generally, those claims relate to its *statutory webcasting service*. *See, e.g.*, Peterson WRT ¶ 50 (discussing experiment conducted by Pandora witness Steve McBride). Pandora Premieres, by contrast, is an on-demand music discovery platform, while Pandora Presents is a live event series. Both programs fall outside the ambit of the statutory

license at issue in this proceeding, and accordingly neither relates to Pandora's written rebuttal testimony.

Recognizing this shortcoming in its argumentation, SoundExchange asserts that Pandora is "splitting hairs with what type of information is 'directly related' to a party's statement." Motion at 5. But that claim is belied by SoundExchange's own prior statements in this very proceeding. In opposing a motion to compel the production of documents regarding terrestrial radio promotion, SoundExchange stated that its witnesses had not "testified to the promotional benefits of terrestrial radio – nor would they because the promotional (or substitutional) impact of terrestrial radio is not at issue in this case." SoundExchange's Opposition to the National Association of Broadcasters' Motion to Compel SoundExchange to Provide Discovery Regarding the Record Labels' Promotional Activities Directed to Radio Broadcasters (December 15, 2014), 7; *see also Order Granting in Part and Denying in Part the National Association of Broadcasters' Motion to Compel SoundExchange to Produce "Promotional" Documents*, Docket No. 14-CRB-0001-WR (2016-20) (holding that promotional-effect documents relating to terrestrial radio alone are not discoverable). Likewise, none of Pandora's rebuttal testimony involves the promotional benefits of Pandora's non-statutory programs.[2]

[2] Pandora did discuss Pandora Premieres and Pandora Presents in its written *direct* testimony, and SoundExchange made several document requests related to that testimony (and the topic of Pandora's promotional value generally) in the direct-phase discovery period, in response to which Pandora produced hundreds of documents. *See* Larson Decl., Ex. B (SoundExchange's First Set of Requests for Production of Documents to Pandora Media, Inc.), Request Nos. 5 ("All documents that concern or relate to Pandora's investments in any advertising, promotion, or marketing programs on behalf of artists, as described on page 18 of Timothy Westergren's written testimony."), 3 ("All documents referring or relating to Pandora's selection of artists for the Pandora Presents and the Pandora Premieres programs, including, but not limited to, the criteria for selection and any communications relating to the selection of specific artists."); Larson Decl., Ex. C (SoundExchange's Second Set of Requests for Production of Documents to Pandora Media, Inc.), Request Nos. 4 ("All documents referring or relating to the compensation received by artists or content owners who participate in the Pandora Presents or Pandora Premieres programs, including, but not limited to, any documents discussing the payment of a fee to the artist or the decision by any label to donate artist time or to forgo royalty payments."), 6 ("All documents constituting analysis, reports, studies, or investigations of the Pandora Premieres program, including any

SoundExchange's argument that it is entitled to documents related to Pandora Premieres and Pandora Presents merely because those programs [redacted] must also fail. SoundExchange's argument would require the Judges to accept an interpretation of the "directly related" standard so expansive that it would render the standard itself meaningless. As the Judges have already held in this proceeding, "the mere mention of an agreement in written testimony, while sufficient to make that agreement 'directly related' to a party's WDS, does not necessarily render discoverable every document connected in some way to that agreement." *Order Granting in Part and Denying in Part Services' Omnibus Motion to Compel SoundExchange to Produce Documents*, Docket No. 14-CRB-0001-WR (2016-20) (January 15, 2015). Mere mention of the Pandora Premieres and Pandora Presents programs [redacted][3] does not constitute a sufficient nexus to render a broad swath of documents concerning Pandora Premieres and Pandora Presents directly related to Pandora's Written Rebuttal Testimony. To hold otherwise would lead to the absurd result that any party would be entitled to discovery on any subject referenced in any document attached to testimony.[4]

Finally, even if SoundExchange could somehow demonstrate that the documents it seeks are directly related to Pandora's Written Rebuttal Testimony – which it cannot – the requests at

---

evaluations of the program, comparison of costs and benefits of the program, or reports or presentations concerning the program."). SoundExchange did not raise any objections to Pandora's production in response to these requests, which were even broader than the requests SoundExchange seeks to enforce here.

[3] The Merlin agreement was presented in, and appended to, Pandora's direct case, not its rebuttal case. SoundExchange concedes as much by citing the Written Direct Testimony of Mike Herring in support of its argument. Motion at 4.

[4] Taken to its logical conclusion, such an argument would mean that SoundExchange would be entitled to discovery on any subject touched on in Pandora's 10K, which was attached as Exhibit 6 to the Herring written direct testimony, or that Pandora would be entitled to discovery concerning any aspect of the hundreds of interactive benchmark agreements SoundExchange produced during rebuttal phase discovery. *See* SX EX. 011-RR; SX EX 018-RR; SX EX. 31-RR; SX EX. 040-RR; SX EX. 045-RR. Such a conclusion is untenable and directly contradicted by the regulations governing this proceeding.

issue are far broader than even SoundExchange's own motion suggests would be appropriate. By SoundExchange's own admission, the relevant issue would be – at most – the value to Naxos of receiving [redacted]. *See* Motion at 5 ("As with the Pandora-Merlin agreement, the requested documents will allow SoundExchange to test Dr. Shapiro's valuation of the Pandora-Naxos agreement."). SoundExchange's requests, however, seek two totally different and unrelated categories of documents: (1) documents concerning Pandora's efforts "to induce or encourage any record label, record company, or artist to participate in a Pandora 'promotional' program, including, but not limited to, Pandora Premieres and Pandora Presents;" and (2) documents related to the "number and percentage of performances associated with 'Pandora Premieres' and the amount of money spent for each 'Pandora Premieres' event or 'Pandora Presents' event hosted by Pandora." Ehler Decl., Ex. 2, Request Nos. 9 and 13. SoundExchange has not demonstrated how either of these requests relates in any way to the issue of the value that [redacted].[5] Nor could it. Pandora's efforts to encourage participation in these programs – [redacted] – bear no apparent relation (certainly not one that SoundExchange has demonstrated) to the value those companies receive [redacted]. The same is true of Pandora's expenditures on these programs – [redacted]. SoundExchange's Motion should be denied.

[5] As discussed further below, Pandora has already produced thousands of documents concerning the negotiations and valuation of the Merlin and Naxos agreements.

II. SOUNDEXCHANGE'S REQUEST FOR DOCUMENTS RELATED TO THE LICENSE EXPERIENCE OF DMX SHOULD BE REJECTED

SoundExchange requests documents that "that constitute, comprise, memorialize, or analyze the direct licenses or direct licensing program initiated by the music service known as DMX, and its effect on rates or rate determination proceedings (e.g., the CRB, the rate courts established by the ASCAP/BMI Consent Decrees, etc.) or relationship of such program to Pandora's direct licenses with MERLIN and Naxos or Pandora's direct licensing strategy or practice, including but not limited to Chris Harrison's email of December 26, 2013 describing the effect of the DMX direct licensing strategy on rate court determinations" Ehler Decl., Ex. 2, Request No. 15. While hopelessly vague and difficult to parse, the request appears to seek documents that link the direct license program of another company (DMX) to rate-setting proceedings generally or to Pandora's direct license efforts.

The basis for this request is not anything in Pandora's written rebuttal statement, or even a document produced in this case, but rather an email that was discussed during the opening statements in a trial in an entirely different case. SoundExchange concedes that the email at issue involves the direct licensing program of *another* company and how that experience impacted Pandora's licensing of *a different* set of copyrights (music composition rights) and its strategy in a *different* litigation (Pandora's rate-court litigation against ASCAP and BMI). Nothing discussed in that email is remotely relevant – much less directly related – to Pandora's Written Rebuttal Testimony presented in *this* proceeding. The Judges need go no further to reject SoundExchange's motion to compel out of hand.

Lacking any connection to Pandora's actual written testimony, SoundExchange resorts to wild and unfounded speculation that there must be documents that reveal some nefarious plot by Pandora to present an intentionally "non-representative" benchmark to the Judges. Motion at 7.

But even if SoundExchange could explain why its own record company members (and several of its witnesses here) would participate in such a plan – as opposed to merely signing an agreement after months of arm's length negotiations – a motion to compel is not an opportunity to waste the Judges' time with unsupported attacks on the opposing party's case or a fishing expedition premised on such speculation.[6]

The fact is that Pandora has produced all non-privileged documents responsive to SoundExchange's Request No. 15. When the parties conferred on March 23, 2015, Pandora agreed – at SoundExchange's suggestion – to run additional word searches through Chris Harrison's emails for the relevant period to identify potentially responsive documents involving DMX and the rights at issue in *this proceeding*, despite the lack of relation to Pandora's Written Rebuttal Statement. *See* Larson Declaration, Ex. D (March 23, 2015 email from Sabrina Perelman to Melinda LeMoine). Not surprisingly, Pandora found only two documents even arguably responsive, and produced them on March 25, 2015. SoundExchange's assertion that "Pandora agreed to provide two documents," Motion at 7, is thus a mischaracterization of what Pandora agreed to do: two documents were all that were responsive to SoundExchange's request.[7]

As the Judges have previously held, "[o]nce a party has represented that it has produced all documents responsive to a specific request, the Judges cannot order that party to produce

[6] Near the end of its motion, SoundExchange's advocacy unfortunately morphs into flat mischaracterization. To be clear, the email on which SoundExchange bases its motion (which SoundExchange itself admits it has never seen) did not involve anyone from Pandora "urging Pandora to follow the same strategy of obtaining direct licenses . . . for sound recordings for the purpose of presenting [them to] the Judges here." Motion at 7. As described above, it involved music composition rights and Pandora's rate-court litigation.

[7] Pandora has, of course, produced thousands of documents involving the negotiation and valuation of Pandora's licenses with Merlin and Naxos in response to other of SoundExchange's requests for production, including documents addressing Pandora's strategic goals in securing such licenses.

additional documents, absent some basis to conclude that the search for responsive documents was inadequate or some indication that documents have been intentionally withheld." *Order Granting in Part and Denying in Part SoundExchange's Motion to Compel Pandora Media, Inc. to Produce Experiment-Related Documents and Respond to a Related Interrogatory*, Docket No. 14-CRB-0001-WR (2016-20) (January 15, 2015). SoundExchange has made no suggestion that Pandora's search was inadequate or that documents have been intentionally withheld, nor can it – particularly in light of the fact that Pandora undertook the very search that SoundExchange requested.

CONCLUSION

For the foregoing reasons, SoundExchange's Motion to Compel should be denied in its entirety.

Dated: April 1, 2015
New York, NY

By: R. Bruce Rich /SMH

R. Bruce Rich
Todd D. Larson
Sabrina A. Perelman
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Tel: 212.310.8000
Fax: 212.310.8007
r.bruce.rich@weil.com
todd.larson@weil.com
sabrina.perelman@weil.com

Counsel for Pandora Media, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on April 1, 2015, I caused a copy of the foregoing public version of Pandora Media Inc.'s Opposition to SoundExchange, Inc.'s Motion to Compel Pandora Media, Inc. to Produce Documents Responsive to SoundExchange's Requests to be served by email and first-class mail to the participants listed below:

Cynthia Greer Sirius XM Radio Inc. 1500 Eckington Place, NE Washington, DC 20002 cynthia.greer@siriusxm.com Tel: 202-380-1476 Fax: 202-380-4592 Patrick Donnelly Sirius XM Radio Inc. 1221 Avenue of the Americas 36th Floor New York, NY 10020 patrick.donnelly@siriusxm.com Tel: 212-584-5100 Fax: 212-584-5200 *Sirius XM Radio Inc.*	Paul Fakler Arent Fox LLP 1675 Broadway New York, NY 10019 paul.fakler@arentfox.com Tel: 202-857-6000 Fax: 202-857-6395 Martin Cunniff Arent Fox LLP 1717 K Street, N.W. Washington, DC 20036 martin.cunniff@arentfox.com Tel: 202-857-6000 Fax: 202-857-6395 *Counsel for Sirius XM Radio Inc.*
C. Colin Rushing Bradley Prendergast SoundExchange, Inc. 733 10th Street, NW, 10th Floor Washington, DC 20001 Tel: 202-640-5858 Fax: 202-640-5883 crushing@soundexchange.com bprendergast@soundexchange.com *SoundExchange, Inc.*	Glenn Pomerantz Kelly Klaus Anjan Choudhury Munger, Tolles & Olson LLP 355 S. Grand Avenue, 35th Floor Los Angeles, CA 90071-1560 glenn.pomerantz@mto.com kelly.klaus@mto.com anjan.choudhury@mto.com Tel: 213-683-9100 Fax: 213-687-3702 *Counsel for SoundExchange, Inc.*

Mark C. Hansen John Thorne Evan T. Leo Scott H. Angstreich Kevin J. Miller Caitlin S. Hall Igor Helman Leslie V. Pope Matthew R. Huppert Kellogg, Huber, Hansen, Todd, Evans & Figel, P.L.L.C. 1615 M Street, NW, Suite 400 Washington, DC 20036 mhansen@khhte.com jthorne@khhte.com eleo@khhte.com sangstreich@khhte.com kmiller@khhte.com chall@khhte.com ihelman@khhte.com lpope@khhte.com mhuppert@khhte.com Tel: 202-326-7900 Fax: 202-326-7999 *Counsel for iHeartMedia, Inc.*	Donna K. Schneider Associate General Counsel, Litigation & IP iHeartMedia, Inc. 200 E. Basse Road San Antonio, TX 78209 donnaschneider@iheartmedia.com Tel: 210-832-3468 Fax: 210-832-3127 *iHeartMedia, Inc.*
Bruce G. Joseph Karyn K. Ablin Michael L. Sturm Wiley Rein LLP 1776 K Street, NW Washington, DC 20006 bjoseph@wileyrein.com kablin@wileyrein.com msturm@wileyrein.com Tel: 202-719-7000 Fax: 202-719-7049 *Counsel for National Association of Broadcasters*	David Oxenford Wilkinson Barker Knauer, LLP 2300 N Street, NW, Suite 700 Washington, DC 20037 doxenford@wbklaw.com Tel: 202-383-3337 Fax: 202-783-5851 *Counsel for National Association of Broadcasters, Educational Media Foundation*

Gregory A. Lewis National Public Radio, Inc. (NPR) 1111 North Capital Street, NE Washington, DC 20002 glewis@npr.org Tel: 202-513-2050 Fax: 202-513-3021 *National Public Radio, Inc.*	Kenneth Steinthal Joseph Wetzel King & Spaulding LLP 101 Second Street, Suite 2300 San Francisco, CA 94105 ksteinthal@kslaw.com jwetzel@kslaw.com Tel: 415-318-1200 Fax: 415-318-1300 Ethan Davis 1700 Pennsylvania Avenue, NW Suite 200 Washington, DC 20006 edavis@kslaw.com Tel: 202-626-5440 Fax: 202-626-3737 Antonio Lewis 100 N. Tryon Street, Suite 3900 Charlotte, NC 28202 alewis@kslaw.com Tel: 704-503-2583 Fax: 704-503-2622 *Counsel for National Public Radio, Inc.*
Kevin Blair Brian Gantman Educational Media Foundation 5700 West Oaks Boulevard Rocklin, CA 95765 kblair@kloveair1.com bgantman@kloveair1.com Tel: 916-251-1600 Fax: 916-251-1731 *Educational Media Foundation*	Jane Mago 1771 N Street, NW Washington, D.C. 20036 jmago@nab.org Tel: 202-429-5459 Fax: 202-775-3526 *National Association of Broadcasters (NAB)*

Karyn K. Ablin Jennifer L. Elgin Wiley Rein LLP 1776 K Street, NW Washington, DC 20006 kablin@wileyrein.com jelgin@wileyrein.com Tel: 202-719-7000 Fax: 202-719-7049 *Counsel for National Religious Broadcasters Noncommercial Music License Committee*	Russ Hauth Harv Hendrickson 3003 Snelling Drive, North Saint Paul, MN 55113 russh@salem.cc hphendrickson@unwsp.edu Tel: 651-631-5000 Fax: 651-631-5086 *National Religious Broadcasters NonCommercial Music License Committee*
Jeffrey J. Jarmuth Law Offices of Jeffrey J. Jarmuth 34 East Elm Street Chicago, IL 60611 jeff.jarmuth@jarmuthlawoffices.com Tel: 312-335-9933 Fax: 312-822-1010 *Counsel for AccuRadio, LLC*	Kurt Hanson AccuRadio, LLC 65 E. Wacker Place, Suite 930 Chicago, IL 60601 kurt@accuradio.com Tel: 312-284-2440 Fax: 312-284-2450 *AccuRadio, LLC*
William Malone 40 Cobbler's Green 205 Main Street New Canaan, Connecticut 06840 malone@ieee.org Tel: 203-966-4770 *Counsel for Intercollegiate Broadcasting System, Inc. and Harvard Radio Broadcasting Co., Inc.*	Frederick Kass 367 Windsor Highway New Windsor, NY 12553 ibs@ibsradio.org IBSHQ@aol.com P: 845-565-0003 F: 845-565-7446 *Intercollegiate Broadcasting System, Inc. (IBS)*
George Johnson GEO Music Group 23 Music Square East, Suite 204 Nashville, TN 37203 george@georgejohnson.com Tel: 615-242-9999 *GEO Music Group*	

Christopher T. Luise 15MAR

Christopher T. Luise